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11 *N.A.*

12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **WESTERN DIVISION**

16 CLAUDIA E. T. KLEEFELD,

17 Plaintiff,

18 v
19

20 WELLS FARGO BANK, N.A.; and
21 DOES 1 through 50, inclusive,

22 Defendant.

Case No. 2:23-CV-07619-ODW-AJR

Assigned for all purposes to the
Honorable Anne Hwang

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**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: September 20, 2023

Date Removed: September 13, 2023

Trial Date: April 22, 2025

1 Plaintiff Claudia E. T. Kleefeld (“Plaintiff”) and Defendant Wells Fargo Bank,
2 N.A. (“Defendant”), by and through their undersigned counsel of record, hereby
3 stipulate and agree as follows:

4 **1. GENERAL**

5 **1.1 Purposes and Limitation**

6 To the extent that discovery in this action may involve production of
7 confidential, proprietary, or private information for which special protection from
8 public disclosure and from use for any purpose other than prosecuting this litigation
9 may be warranted and to facilitate the timely production of such materials, the parties
10 hereby stipulate to and petition the Court to enter the following Stipulated Protective
11 Order. The parties acknowledge that this Order does not confer blanket protections on
12 all disclosures or responses to discovery and that the protection it affords from public
13 disclosure and use extends only to the limited information or items that are entitled to
14 confidential treatment under the applicable legal principles. The parties further
15 acknowledge that this Stipulated Protective Order does not entitle them to file
16 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
17 that must be followed and the standards that will be applied when a party seeks
18 permission from the court to file material under seal.

19 **1.2 Good Cause Statement**

20 This action may involve confidential personal information, including, but not
21 limited to, financial account statements, personal tax information, names and contact
22 information of both parties and non-parties, protected medical information, and/or
23 personal information otherwise generally unavailable to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes, court
25 rules, case decisions, or common law. Accordingly, to adequately protect information
26 that should be kept confidential, to address their handling at the end of the litigation,
27 and serve the ends of justice, an appropriate protective order is justified in this matter.
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1 **2. DEFINITIONS**

2 2.1 Action: the above-entitled federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation
4 of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for protection
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that are produced in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless of
15 the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures or responses to discovery in this matter.

18 2.7 Expert: a person with specialized knowledge or experience in a matter
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
20 expert witness or as a consultant in this Action.

21 2.8 House Counsel: attorneys who are employees of a party to this Action.
22 House Counsel does not include Outside Counsel of Record or any other outside
23 counsel.

24 2.9 Non-Party: any natural person, partnership, corporation, association, or
25 other legal entity not named as a Party to this action.

26 2.10 Outside Counsel of Record: attorneys who are not employees of a party
27 to this Action but are retained to represent or advise a party to this Action and have
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1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, including support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staff).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium, and
11 trial consultants) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is designated
13 as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 **3. SCOPE**

17 3.1 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or extracted
19 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
20 Protected Material; and (3) any testimony, conversations, or presentations by Parties
21 or their Counsel that might reveal Protected Material.

22 3.2 Any use of Protected Material at trial shall be governed by the orders of
23 the trial judge. This Order does not govern the use of Protected Material at trial.

24 **4. DURATION**

25 4.1 Once a case proceeds to trial, all of the court-filed information to be
26 introduced that was previously designated as confidential or maintained pursuant to this
27 protective order becomes public and will be presumptively available to all members of
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1 the public, including the press, unless compelling reasons supported by specific factual
2 findings to proceed otherwise are made to the trial judge in advance of the trial. See
3 *Kamakana v. City and Cty. of Honolulu*, [447 F.3d 1172, 1180-81](#) (9th Cir. 2006)
4 (distinguishing “good cause” showing for sealing documents produced in discovery from
5 “compelling reasons” standard when merits-related documents are part of court record).
6 Accordingly, the terms of this protective order do not extend beyond the commencement
7 of the trial.

8 4.2 If final disposition of this litigation occurs before trial, the
9 confidentiality obligations imposed by this Order shall remain in effect until a
10 Designating Party agrees otherwise in writing or a court order otherwise directs (or
11 because previously designated Protected Material has become public). Final
12 disposition shall be deemed to be the later of: (1) dismissal of all claims and defenses
13 in this Action, with or without prejudice; and (2) final judgment herein after the
14 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
15 this Action, including the time limits for filing any motions or applications for
16 extension of time pursuant to applicable law, or (3) distribution of monies owed or
17 the time required to provide other relief, if any, to Plaintiff pursuant to any settlement
18 or judgment. Notwithstanding the foregoing, should there be later litigation or
19 proceedings regarding the subject matter of this action, the Parties are expressly
20 permitted to disclose any Protected material to counsel, experts, and their staff as
21 necessary to prosecute that litigation with all Protected Material subject to the terms
22 of this Order.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.
25 Each Party or Non-Party that designates information or items for protection under this
26 Order must take care to limit any such designation to specific material that qualifies
27 under the appropriate standards. The Designating Party must designate for protection
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1 only those parts of material, documents, items, or oral or written communications that
2 qualify so that other portions of the material, documents, items, or communications for
3 which protection is not warranted are not swept unjustifiably within the ambit of this
4 Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
6 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
7 to unnecessarily encumber the case development process or to impose unnecessary
8 expenses and burdens on other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.3(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 5.3 Designation. Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents,
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
20 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
21 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
22 portion or portions of the material on a page qualifies for protection, the Producing
23 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
24 markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and before
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1 the designation, all the material made available for inspection shall be deemed
2 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or
4 portions thereof, qualify for protection under this Order. Then, before producing the
5 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
6 to each page that contains Protected Material. If only a portion or portions of the
7 material on a page qualifies for protection, the Producing Party also must clearly
8 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions, that the Designating Party either (i)
10 identify the testimony that is CONFIDENTIAL and subject to protection under this
11 Order on the record, before the close of the deposition or (ii) provide notice on the
12 record before the close of the deposition of the general subject areas that may be
13 CONFIDENTIAL and provide specific page and line designations of testimony is
14 CONFIDENTIAL and subject to protection under this Order within 15 days of the
15 deposition, or (iii) provide notice to all counsel of those portions of the testimony that
16 may be CONFIDENTIAL within 10 days of the entry of this Order.

17 (c) for information produced in some form other than documentary and for
18 any other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants
21 protection, the Producing Party, to the extent practicable, shall identify the protected
22 portion(s).

23 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material. Upon
26 timely correction of a designation, the Receiving Party must make reasonable efforts
27 to assure that the material is treated in accordance with the provisions of this Order.
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1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's Scheduling
4 Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq. All Parties must comply with the
7 procedures set forth in Local Rules 37-1, 37-2, and 37-3, except to the extent that the
8 procedures or Standing Order of the applicable Judge modify or dispense with any of
9 the requirements.

10 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
11 be on the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
13 may expose the Challenging Party to sanctions. Unless the Designating Party has
14 waived or withdrawn the confidentiality designation, all parties shall continue to afford
15 the material in question the level of protection to which it is entitled under the
16 Producing Party's designation until the Court rules on the challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending, or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a Receiving
23 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
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1 otherwise ordered by the Court or permitted in writing by the Designating Party, a
2 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
3 only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
5 as employees of said Outside Counsel of Record to whom it is reasonably necessary
6 to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) Professional Vendors (including professional trial consultants) to whom
15 disclosure is reasonably necessary for this Action;

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for non-party witnesses
19 (who are not Outside Counsel), in the Action to whom disclosure is reasonably
20 necessary provided: (1) the deposing party requests that the witness sign the form
21 attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential
22 information unless they sign the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

24 With respect to the deposition of a Non-Party witness who has not signed Exhibit A,
25 pages of transcribed deposition testimony or exhibits to depositions that reveal
26 Protected Material may be separately bound by the court reporter and may not be
27 disclosed to anyone except as permitted under this Protective Order;

(i) any accountant, trustee, or professional financial advisor as necessary for tax or financial purposes, or as necessary for or required by any taxing authority, with that person required to sign the sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the remedies
6 and relief provided by this Order. Nothing in these provisions should be construed as
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party’s confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party’s
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this Court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party’s confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court
26 order to the contrary, the Non-Party shall bear the burden and expense of seeking
27 protection in this court of its Protected Material.
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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIALS**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Protective Order, the Receiving Party must immediately (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
6 unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
8 request such person or persons to execute the “Acknowledgment and Agreement to Be
9 Bound” that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted to
21 the Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
26 would have to object to disclosing or producing any information or item on any ground
27 not addressed in this Protective Order. Similarly, no Party waives any right to object
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1 on any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue. Good cause must be shown in the request to file under
7 seal. If a Party's request to file Protected Material under seal is denied by the Court,
8 then the Receiving Party may file the information in the public record unless otherwise
9 instructed by the Court.

10 **13. FINAL DISPOSITION**

11 Within 60 days after the final disposition of this Action, as defined in Section 4
12 above, each Receiving Party must destroy all Protected Material as required by this
13 Paragraph. As used in this subdivision, "all Protected Material" includes all copies,
14 abstracts, compilations, summaries, and any other format reproducing or capturing any
15 of the Protected Material. Upon written request of the Producing Party or the
16 Designating Party, the Receiving Party must submit a written certification to either
17 Producing Party or Designating Party by the 60 day deadline that (1) all the Protected
18 Material which is required to be destroyed, was destroyed and (2) affirms that the
19 Receiving Party has not retained any copies, abstracts, compilations, summaries or any
20 other format reproducing or capturing any of the Protected Material. Notwithstanding
21 this provision, Plaintiff and her heirs are entitled to retain all Protected Material until
22 such time as any tolling period for any actual or potential claim by Plaintiff under the
23 Parties' Confidential Settlement Agreement has passed or expired.

24 Also notwithstanding this provision, all Counsel are entitled to retain an archival
25 copy of all pleadings, motion papers, trial, depositions, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials contain
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1 Protected Material. Any such archival copies that contain or constitute Protected
2 Material remain subject to this Protective Order as set forth in Section 4
3 (DURATION).


4 **14. VIOLATIONS**

5 Any violation of this Order may be punished by all appropriate measures
6 including, without limitation, contempt proceedings and/or monetary sanctions.
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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3 Dated: April 28, 2025

MCDERMOTT WILL & EMERY LLP

4 By: 
5 Robert Barton
6 Attorneys for Defendant Wells Fargo
7 Bank, N.A.

8 Dated: April 28, 2025

ERVIN COHEN & JESSUP LLP

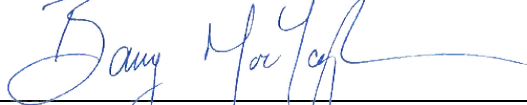
9 By: 
10 Barry MacNaughton
11 Attorneys for Plaintiff Claudia E. T.
12 Kleefeld
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Kleefeld v. Wells*
Fargo Bank, No. 2:23-CV-07619-ODW-AJR. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further agree
to submit to the jurisdiction of the United States District Court for the Central District
of California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as
my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED THAT THE STIPULATED PROTECTIVE ORDER IS HEREBY ADOPTED AND ENTERED AS AN ORDER OF THIS COURT.

Dated: April 29, 2025

By: Joel Richlin

Hon. A. Joel Richlin

UNITED STATES MAGISTRATE JUDGE